

Pac-West Telecomm, Inc.

Kentucky Tariff No. 2  
Original Title Page

Local Exchange Telephone Service

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PAC-WEST TELECOMM, INC.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

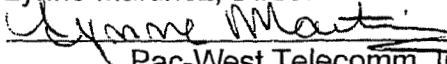
RATES, RULES AND ADMINISTRATIVE REGULATIONS  
FOR FURNISHING RESOLD AND FACILITIES-BASED  
LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF KENTUCKY

FILED WITH PUBLIC SERVICE COMMISSION  
OF KENTUCKY

Issued: September 26, 2005

Effective date: October 26, 2005

Lynne Martinez, Director Government Affairs

  
Pac-West Telecomm, Inc.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By 

Executive Director

## Local Exchange Telephone Service

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
Title	Original	25	Original
1	1 <sup>st</sup> Revised*	26	Original
2	1 <sup>st</sup> Revised*	27	Original
3	1 <sup>st</sup> Revised*	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
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12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original*
22	Original	47	Original*
23	Original	48	Original*
24	Original	Appendix A	Original

\* Indicates pages included with this transmittal letter

(T)

Issued: May 3, 2006

Lynne Martinez, Director Government Affairs

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Stockton, CA 95207

**PUBLIC SERVICE COMMISSION**  
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**5/18/2006**  
**PURSUANT TO 807 KAR 5:011**  
**SECTION 9 (1)**

By   
Executive Director

Local Exchange Telephone Service

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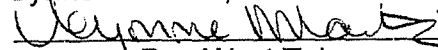
TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.


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Explanation of Symbols

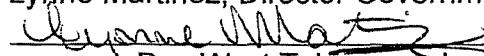
- (C) – To signify changed administrative regulation
- (D) – To signify a discontinued rate, administrative regulation or test
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate, regulation or other text or new test
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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**PUBLIC SERVICE COMMISSION**

**OCTOBER 1, 2005**

**EFFECTIVE**

**10/26/2005**

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

By 

**Executive Director**

Local Exchange Telephone Service

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DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Carrier," "Company" or "Utility" refers to Pac-West Telecomm, Inc.

"Commission" refers to the Kentucky Public Service Commission.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

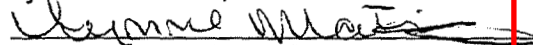
"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

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DEFINITIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Pac-West Customers and used in conjunction with the Services provided pursuant to this tariff.

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Local Exchange Telephone Service

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**Section 1. APPLICATION OF TARIFF**

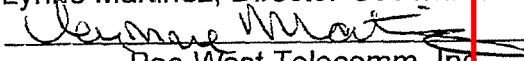
- 1.1.1 This tariff governs the services provided by Pac-West Telecomm, Inc. that originate and terminate within the State of Kentucky. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

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Local Exchange Telephone Service

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**SECTION 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the State of Kentucky.

**2.2 Obligations of the Customer**

**2.2.1 The customer shall be responsible for:**

**2.2.1.1** The payment of all applicable charges pursuant to this tariff.

**2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.


**2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

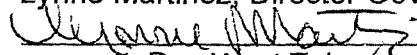
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

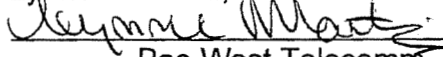
2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**


- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

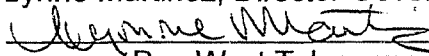
- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Pac-West's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Pac-West, shall not result in the imposition of any liability upon Pac-West.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

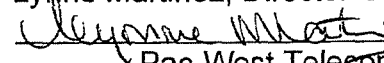
**2.3 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Pac-West will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Pac-West, that furnishes services, facilities, or equipment used in connection with Pac-West's services or facilities.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, PAC-WEST MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL PAC-WEST BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

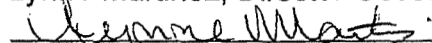
- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

**2.3.3 Force Majeure**

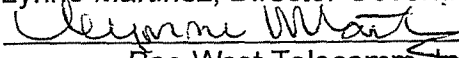
- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service**

**2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

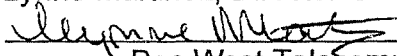
2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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Pac-West Telecomm, Inc.

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**ORDER**

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**10/26/2005**

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

By 

**Executive Director**

Local Exchange Telephone Service

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities;  
or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Payment for Service**

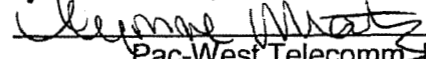
- 2.5.1 Pac-West will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. In accordance with KAR 5:006 Section 8 (3)(h), any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Pac-West's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Pac-West in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Payment for Service (Cont'd)**

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

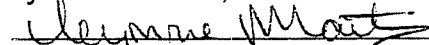
Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits**

- 2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

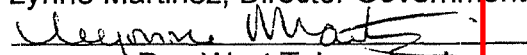
- 2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits (Cont'd)**

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

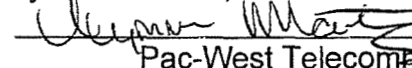
**2.6.2 Return of Deposit**

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits (Cont'd)**

**2.6.3 Interest on Deposits**

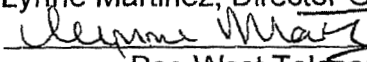
Interest shall be paid on deposits at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Pac-West within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Pac-West shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Pac-West's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Pac-West must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

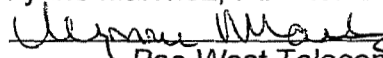
2.7.2 Any unresolved dispute may be directed to Consumer Services Division, Kentucky Public Service Commission, P.O. Box 615, Frankfort, KY 40602. Customers may also contact the division at (502) 564-3940 or via fax at (502) 564-1582.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Allowance for Interruptions in Service**

- 2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

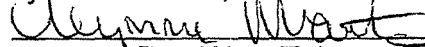
The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.9 Taxes, Fees and Surcharges**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.9.4 All Customers are subject to the Kentucky Lifeline Support and Telecommunications Relay Service/Telecommunication Devices for the Deaf surcharges. The surcharges will appear as a monthly charge on the customers bills.

**2.10 Returned Check Charge**

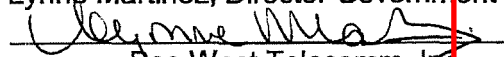
The charge for a returned check is \$15.00 or five percent of the amount of the check, whichever is greater.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements. All special customer arrangements will be in writing and will be filed with the Commission.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Pac-West shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Pac-West or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Pac-West will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Pac-West is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

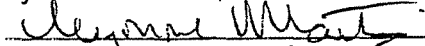
Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Pac-West may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency. The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

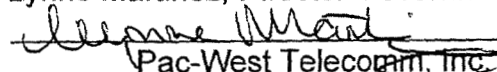
2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice, in which to make settlement before his service is denied.

2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.


2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.14 Interference with or Impairment of Service**

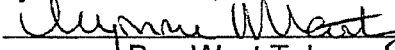
Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.


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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Telephone Solicitation by Use of Recorded Messages**

- 2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

- 2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge/Undercharge**

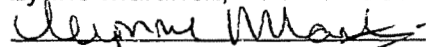
- 2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.18 Notices**

- 2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

**2.19 Access to Telephone Relay Services**

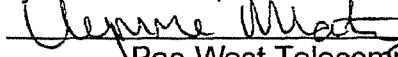
- 2.19.1 Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications customers as may be required by state law.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.20 Emergency Calling**

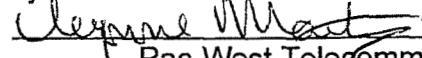
Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

Issued: September 26, 2005

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**PUBLIC UTILITY COMMISSION  
OF KENTUCKY  
EFFECTIVE  
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PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**

Lynne Martinez, Director Government Affairs



Pac-West Telecomm, Inc.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

By   
Executive Director

Local Exchange Telephone Service

---

**SECTION 3. DESCRIPTION OF SERVICES**

**3.1 Trial Services**

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval.

**3.2 Promotional Offerings**

- 3.2.1 The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service.

**3.3 Individual Case Basis ("ICB") Offerings**

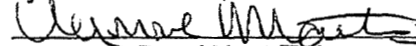
- 3.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB must be provided under contract to a customer and the contract filed with the Commission for approval. All customers have non-discriminatory access to requesting the service under an ICB rate.

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Lynne Martinez, Director Government Affairs

  
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Executive Director



Local Exchange Telephone Service

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.4 Customized Pricing Arrangements ("CPAs") Offerings**

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

**3.5 Local Exchange Service**

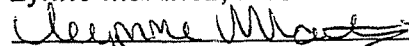
- 3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Pac-West offers Bellsouth Local Exchange Services under resale.
- 3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:
- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
  - Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.
  - When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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By



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Local Exchange Telephone Service

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

**3.6 Directory Assistance**

**3.6.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

**3.6.2. Directory Assistance Call Allowance**

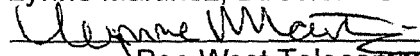
Business Customers are allowed one directly dialed Local Directory Assistance call per month at no charge for each central office line or trunk.

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Local Exchange Telephone Service

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**SECTION 4. RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

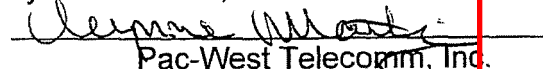
Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Lynne Martinez, Director Government Affairs

  
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## Local Exchange Telephone Service

**SECTION 4. RATES AND CHARGES (Cont'd)**

## 4.2 Local Exchange Service (Cont'd)

## 4.2.1 Business Service

	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 <sup>1</sup>
Additional Measured Business Line or Trunk	\$19.22	\$27.49 <sup>2</sup>
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$49.57	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$49.57	

<sup>1</sup> First Line per Service Order<sup>2</sup> Additional Lines on the SAME service orderIssued: September 26, 2005Effective date: October 24, 2005

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Pac-West Telecomm, Inc.

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Stockton, CA 95207By 

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Local Exchange Telephone Service

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**SECTION 4. RATES AND CHARGES (Cont'd)**

4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

Local Usage Rates

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

4.3 Miscellaneous Surcharges

Monthly Surcharge

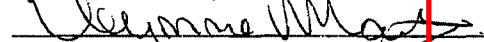
Kentucky Lifeline Support	\$0.08 per line
TRS/TDD	\$0.10 per line

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Local Exchange Telephone Service

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION**

**5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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Lynne Martinez, Director Government Affairs

  
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OF KENTUCKY**

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**10/26/2005**

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

By 

**Executive Director**



Local Exchange Telephone Service

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.2 Presubscription Charge Application**

**5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

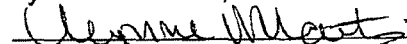
1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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Lynne Martinez, Director Government Affairs



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PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By 

Executive Director

Local Exchange Telephone Service

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP**

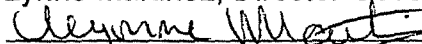
If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

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Lynne Martinez, Director Government Affairs



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SECTION 9 (1)

By 

Executive Director

Local Exchange Telephone Service

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy  
("Anti-Slamming Measure")**

- 5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

**5.3.2 Verification of Orders for Telemarketing**

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

- 5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

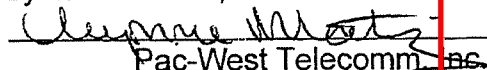
5.3.2.1.C The customer's understanding of the PIC change fee; or

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SECTION 9 (1)**

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Executive Director

Local Exchange Telephone Service

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

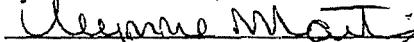
- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- 5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).
- 5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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Lynne Martinez, Director Government Affairs

  
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Pac-West Telecomm, Inc.

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Stockton, CA 95207

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SECTION 9 (1)

By 

\_\_\_\_\_  
Executive Director

**SECTION 6. INTER-CARRIER ARRANGEMENTS**

**6.1 Interconnection and Termination of 251(b)(5) Traffic**

**6.1.1 Interconnection**

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of telecommunications traffic will be negotiated on a case by case basis.

**6.1.2 Termination and Transit of 251(b)(5) Traffic**

The Company will complete all 251(b)(5) traffic (herein "Traffic") as defined by the Telecommunications Act of 1996 on behalf of incumbent local exchange carriers, and competitive local exchange carriers, and other carriers certified by the Commission with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such Traffic will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates provided in the Tariff, following, shall be charged to the originating carrier for Traffic terminated by the Company or for which the Company provides transit (tandem switching) functions on behalf of the originating carrier. Traffic billed per this section is subject to backbilling for a period of no less than three years.

Issued: May 3, 2006

Lynne Martinez, Director Government Affairs  
Pac-West Telecomm, Inc.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

**PUBLIC SERVICE COMMISSION**

Effective Date: May 18, 2006

**EFFECTIVE**

5/18/2006

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

By



Executive Director

**SECTION 6. INTER-CARRIER ARRANGEMENTS (cont'd)**

**6.1.3 Rates**

**1. Traffic Termination**

	Charge
Set Up (per message)	\$.0020
MOU (Minute of Use)	\$.0010

**3. Transit Traffic**

	Charge
Set Up (per message)	\$.00113
MOU (Minute of Use)	\$.00200

Issued: May 3, 2006

Lynne Martinez, Director Government Affairs  
Pac-West Telecomm Inc.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

**PUBLIC SERVICE COMMISSION**  
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Effective Date: May 18, 2006  
**EFFECTIVE**  
5/18/2006  
**PURSUANT TO 807 KAR 5:011**  
**SECTION 9 (1)**

By   
Executive Director



(N)

**SECTION 7. SWITCHED ACCESS SERVICE****7.1.1 Switched Access Service**

Switched Access Service is available to interexchange carriers, including LECs acting as interexchange carriers, for originating or terminating 251(g) traffic, including Intrastate interexchange (intraLATA or interLATA) traffic from or to end user Subscribers of the Company. Except as to the charges for specified rate elements set forth herein, the Company concurs with, and Switched Access Service is provided pursuant to, the Intrastate switched access service tariff schedules of the prevailing ILEC on file with the Commission that are current and in effect as of the effective date of this tariff sheet. Reference is hereby made to those schedules for all terms, conditions, and, except as provided herein, rates applicable to Intrastate switched access services provided by the Company. Traffic billed per this section is subject to backbilling for a period of no less than three years.

**7.1.2 Rates****A. 251(g) Traffic**

Rate Element	Charge
End Office Switching	\$0.018

(N)

Issued: May 3, 2006

Lynne Martinez, Director Government Affairs  
Pac-West Telecomm, Inc.  
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Stockton, CA 95207

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Effective Date: May 18, 2006  
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5/18/2006  
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**SECTION 9 (1)**

By   
Executive Director

Pac-West Telecomm, Inc.

Kentucky Tariff No. 2  
Appendix A

Local Exchange Telephone Service


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**SAMPLE BILL**

Issued: September 26, 2005

Effective date: October 26, 2005

Lynne Martinez, Director Government Affairs

  
Pac-West Telecomm, Inc.  
1776 W. March Lane, Suite 250  
Stockton, CA 95207

**PUBLIC SERVICE COMMISSION  
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10/26/2005  
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SECTION 9 (1)

By



Executive Director

**Billing Questions**

Hours: M-F, 7:30am - 5:30pm PST  
Phone: 1-877-626-4325  
Fax: (209) 926-4140  
Email: [billing@pacwest.com](mailto:billing@pacwest.com)  
Mail: PO Box 8219  
Stockton, CA 95208-0219

**Account**

Bill Statement ID 1417853  
Bill Date August 01, 2005  
Bill Period Jul 01, 2005 to Jul 31, 2005  
Page 1 of 11

**BILL SUMMARY**

Balance Forward  
Credits

Outstanding Balance

**Current Charges**

NDS Charges  
Taxes and Surcharges

Total Current Charges

Balance Due

**PAYMENT INFORMATION**

Payments may be made by check, certified funds, or credit card. To make a payment by check or certified funds, please remit with the detachable bill stub below. To make a payment using Visa, MasterCard, or American Express, please contact our Customer Relations department at 1-877-626-4325, M-F, 7:30am - 5:30pm PST.

**IMPORTANT MESSAGE**

Thank you for your business and the trust and confidence you have placed in Pac-West to manage your communications network.

**FCC Requires VoIP Providers to Deliver E911 Service**

The 120-day compliance clock requiring VoIP providers to deliver E911 begins August 1, 2005, with compliance required by November 28th.\* Pac-West's VoiceSource provides a complete solution for fixed-line E911 services, including delivering 911 calls directly to emergency operators and updating end-user call back telephone number and location information in E911 telephone databases. Call 1-800-959-4513 today to get your business E911 compliant.

\*Subject to approval by the Office of Management and Budget (OMB)

**Pac-West Expands SuperPOP Network into Utah**

To address demand from our service provider customers looking to grow their business in additional states, we have expanded our Western U.S. footprint into Utah. Call 1-800-959-4513 today for a list of Pac-West services now available in this market.

**Expand Your Coverage**

Looking for additional rate center coverage? Call your Pac-West Account Manager today at 1-800-959-4513 for more information.

**Thank You For Choosing Pac-West Telecomm, Inc.**

-----  
Please detach and return with your payment

**Billing Questions**

Hours: M-F, 7:30am - 5:30pm PST  
Phone: 1-877-626-4325  
Fax: (209) 926-4140  
Email: [billing@pacwest.com](mailto:billing@pacwest.com)

**ATTN: BILLING DEPT CREDIT**  
**4210 CORONADO AVENUE**  
**STOCKTON CA 95204**

Account	Due Date	Amount Due
	8/25/05	

Amount Paid  
**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE  
10/26/2005

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

PAC-WEST TELECOMM, INC.  
PO BOX 8219  
STOCKTON,

By



Executive Director

## CONSUMER INFORMATION

This bill is now due and payable; it becomes subject to a late payment charge if not paid within 22 calendar days of the due date, which is the date of mailing as shown by the postmark on the billing envelope, or such later date as shown on the bill itself, after which a 1.5% per month late payment charge will be applied. Should you question this bill, please request an explanation from the company.

In addition to the billing requirements above, each bill shall include the following statement in clear, readable type.

If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov), or call 1-800-649-7570 or TDD 1-800-229-6846.

If your complaint concerns interstate or international calling, write the FCC at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov), or call 1-888-225-5322, or TTY 1-888-835-5322.

Note: The CPUC handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California consumer protection rules are available online at [www.cpuc.ca.gov](http://www.cpuc.ca.gov)

Pac-West's Tariffs and Price Lists are available on our web site at [www.pacwest.com](http://www.pacwest.com). You may also request a copy of our Price Lists at no charge by calling 1-800-399-3389.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

Billing Questions  
Hours: M-F, 7:30am - 5:30pm PST  
Phone: 1-877-626-4325  
Fax: (209) 926-4140  
Email: billing@pacwest.com  
Mail: PO Box 8219  
Stockton, CA 95208-0219

Account  
Bill Statement ID  
Bill Date August 01, 2005  
Bill Period Jul 01, 2005 to Jul 31, 2005  
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#### ACCOUNT SUMMARY

Account	Description	Amount	Total
<b>- STARLINE TEST CUSTOMER</b>			
	Credits		
	Credit Amount		
	Current Charges		
	Taxes and Surcharges		
	<b>Total for</b>		
<b>- VOICESOURCE - SKTN</b>			
	Current Charges		
	NDS Charges		
	Taxes and Surcharges		
	<b>Total for</b>		
	<b>TOTAL</b>		

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#### ACCOUNT TAXATION SUMMARY

Account	Description	Total
<b>- VOICESOURCE - SKTN Tax Summary</b>		
Government Fees and Taxes		
	Relay Service and Communications Devices Fund @ 0.3%	
	Federal Excise Tax @ 3%	
	Local Tax - STOCKTON @ 7%	
	Universal Lifeline Surcharge - CA @ 1.5%	
	High Cost Fund Surcharge - Fund B - CA @ 2.4%	
	Teleconnect Fund - CA @ 0.16%	
	State Regulatory Fee - CA @ 0.11%	
	911 Tax - CA @ 0.65%	
	High Cost Fund Surcharge - Fund A - CA @ 0.15%	
	<b>Total Tax Charges for</b>	
	<b>Tax Total</b>	

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CREDITS

Credit Number	Date	Description	Amount
	07/12/2005		
Total Credit Amount			
Sales Tax			
Total for Credit			

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CREDITS

Credit Number	Date	Description	Amount
	07/31/2005		
Total Credit Amount			
Sales Tax			
Total for Credit			

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**NDS Charges Summary For 1000144907**

**NDS Charges Pre-Tax Sub Total**  
**NDS Charges Government Fees and Taxes**  
 State Regulatory Fee - CA @ 0.11%  
 High Cost Fund Surcharge - Fund B - CA @ 2.4%  
 Teleconnect Fund - CA @ 0.16%  
 Universal Lifeline Surcharge - CA @ 1.5%  
 Relay Service and Communications Devices Fund @ 0.3%  
 High Cost Fund Surcharge - Fund A - CA @ 0.15%  
 Federal Excise Tax @ 3%  
 911 Tax - CA @ 0.65%  
 Local Tax - STOCKTON @ 7%

**Total NDS Charges For 1000144907**

LNP LSR Transactions	PWOC	Description	Qty	Rate	Amount
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	1		
- -	NDSLSRADMIN	LNP Administration Charge per	2		
- -	NDSLSRADMIN	LNP Administration Charge per	2		
		<b>Total Charges</b>			

Pilot Numbers Activated PWOC	Description	Qty	Rate	Amount
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
NDSPNADMIN	Pilot Number Administration Ch	1		
	<b>Total Charges:</b>			

<u>Pilot Numbers in Service PWOC</u>	<u>Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
NDSPNMAINT	Pilot Number Maintenance Charo	1		

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PNUM	Description	Qty	Rate	Amount
NDSLNPNUMMAINT	Plot Number Maintenance Chrg 64			
	Total Charges			

Expedite Fee	PWOC	Description	Qty	Rate	Amount
- -	NDSEXPEDITE	Expedite Charge - per Pilot Nu	1	1026/2005	
- -	NDSEXPEDITE	Expedite Charge - per Pilot Nu	1		
		Total Charges			

PURSUANT TO 807 KAR 5:0

Supplemental Order	PWOC	Description	Qty	Rate	Amount
	NDSSUPPORDER	Supplemental Order Charge - na	1		
	NDSSUPPORDER	Supplem			

By [Signature]  
Executive Director

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**NDS CHARGES**

Supplemental Order	PWOC	Description	Qty	Rate	Amount
	NDSSUPPORDER	Supplemental Order Charge - pe	1		
	NDSSUPPORDER	Supplemental Order Charge - pe	1		
	NDSSUPPORDER	Supplemental Order Charge - pe	1		
Total Charges					

Total Charges for

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## **BILL LEGEND**

### **Tax Description**

#### **Federal Excise Tax -**

This is a three percent tax mandated by the federal government. It is imposed on all telecommunications services, including local, long distance and wireless bills.

#### **Local Tax -**

This charge is imposed by local and municipal governments on telecommunications services.

#### **Universal Lifeline Surcharge -**

This fee provides discounted basic residential telephone services to low-income households and operates a competitively neutral marketing program.

#### **High Cost Fund Surcharge - Fund B -**

This fee provides subsidies to carriers of last resort for providing basic local telephone service to residential customers in high-cost areas that are currently served by SBC (Pacific Bell), Verizon California, Citizens Telecommunications of California, and Roseville Telephone Company. The purpose of the subsidies is to keep basic telephone service affordable and to meet the Commission's universal service goal.

#### **Teleconnect Fund -**

This charge is mandated by the Public Utilities Commission to compensate the local phone company for part of the cost of providing local telephone lines to schools, hospitals, libraries, etc., with state services, i.e., intrastate long distance and local exchange services.

#### **911 Tax -**

This charge is imposed by local governments to help pay for emergency services such as fire and rescue.

#### **High Cost Fund Surcharge - Fund A -**

This fee provides a source of supplemental revenues to 17 small local exchange carriers for the purpose of minimizing any rate disparity of basic telephone services between rural and metropolitan areas.

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